

## **Article 12**

### **Seniority**

#### **Section 1. Benefit Seniority**

- A. Definition: For the purposes indicated below, benefit seniority shall consist of the total number of continuous service hours of an employee in the state classified service, including non-classified service currently creditable under Civil Service Rules. No hours paid in excess of eighty (80) in a biweekly pay period shall be credited. No hours shall be credited for service in non-career appointments, on lost time, suspension without pay, leave of absence without pay (except for military leave of absence for up to 10,400 hours), or layoff.
- B. Application: Benefit Seniority as defined above shall only be used for:
- (1) Annual Leave Accrual.
  - (2) Longevity pay.
  - (3) Retirement Credit. Unless in conflict with statutory requirements, in which case the statutory provisions shall apply.
- C. Breaks in Benefit Seniority: Seniority and the employment relationship shall be terminated when an employee:
- (1) Quits or resigns; or
  - (2) Is discharged; or
  - (3) Is laid off and fails to report to work within ten (10) calendar days after having been recalled; or
  - (4) Does not report for work within seventy-two (72) hours after the termination of an authorized leave of absence; or
  - (5) Is laid off for a period in excess of three (3) years or the extension of the recall rights in accordance with Article 13; or
  - (6) Retires or is retired.
- D. Reinstatement (Bridge) of Benefit Seniority: If an employee's seniority is broken and the employee is subsequently appointed to a position in the Unit, previous seniority shall be credited for the purposes and in the manner provided below:
- (1) Annual Leave Accrual: After the employee completes a total of 10,400 hours of credited continuous state service following the most recent career appointment; and
  - (2) Longevity Pay: After the employee completes a total of 10,400 hours of credited continuous state service following the most recent career appointment; and
  - (3) Retirement Credit: Only as provided by statute. However, military service previously credited shall not be credited for purposes of benefit seniority, if the employee previously qualified for and received these benefits.

## **Section 2. Bargaining Unit Seniority**

- A. Definition: For the purposes stated below, Bargaining Unit seniority shall be defined as provided in Section 1 of this Article, Benefit Seniority, except that Bargaining Unit seniority shall not include any of the following service, if such service has been credited to Continuous Service Hours:
- (1) Military service time earned prior to appointment to the state classified service;
  - (2) Service in any excepted or exempted position in State Government which immediately preceded entry into the state classified service;
  - (3) More than 1040 hours of service in a position defined as "excluded" under the Employee Relations Policy, if such service was earned after the effective date of this Agreement.
- B. Application: Bargaining Unit Seniority as defined in Subsection A above shall be used for:
- (1) Vacation Scheduling (Article 25); and
  - (2) Assignment and Transfer (Article 16); and
  - (3) Layoff, Reduction of Hours and Recall (Article 13); and
  - (4) Such other purposes expressly agreed to by the parties.
- C. Assumptions: An employee granted service credit under Civil Service Rule 2-16, Assumptions, shall not use such credit for purposes of reassignment, transfer, layoff or recall.

## **Section 3. Seniority Lists**

- A. Benefit Seniority Lists: Shall be prepared by the Employer structured by Department, Agency, Mail Code or TKU, Class and Level, and continuous service hours in descending order, of all Bargaining Unit employees on the payroll on the preparation date. In April and October of each year, the Employer shall provide to the designated Association representative this list electronically, without cost to the Association.

Additional lists requested during the calendar year shall be provided at full cost to the Association. Errors reported shall be investigated and, if verified, corrected by the Appointing Authority.

- B. Bargaining Unit Seniority Lists: Shall be prepared by the Employer, structured by Department, Agency, TKU or Mail Code, Class and Level, and hours in descending order of all Bargaining Unit employees on the payroll on the preparation date. In April and October of each year, the Employer shall provide to the designated Association representative this list electronically.

An employee or the Association shall notify the Departmental Employer of any error in the current seniority list within thirty (30) calendar days following the date such list was provided to the Association. Any error

timely reported shall be promptly corrected. If no error is reported within thirty (30) calendar days, the list will stand correct as prepared and will thereupon become effective.

For the purpose of Article 13 only, Layoff, Reduction of Hours, and Recall, an employee who has "lost time" between the preparation date of the list and two weeks prior to the date of notification of his/her layoff shall have such lost time deducted from the seniority hours as indicated on the seniority list, and such change shall be taken into account in determining the relative rights of employees in making the layoff(s). No other lost time shall be deducted from an employee's seniority until preparation of the subsequent seniority list.

#### **Section 4. Limitations**

Initial probationary employees shall not be granted, and shall not exercise, any seniority rights as specified in this Agreement. Upon successful completion of the initial probationary period, such employees shall receive seniority credit for the hours accumulated during the probationary period and their name shall be entered on the seniority lists.

Adjustments to economic benefits that may be required due to an error in the seniority computation shall be made by the Employer as soon as practicable following notice of the error pursuant to Section 3 above.

#### **Section 5. Construction/Coordination of New Seniority Lists**

The Employer shall continue to use the seniority lists used prior to the effective date of this Agreement until a new seniority list is established pursuant to this Section.

Notwithstanding the provisions of Section 3 above, within 30 days after the effective date of this Agreement the Employer shall provide to the Association new seniority lists at no cost to the Association.